

GIFT AND HOSPITALITY POLICY (ANTI-BRIBERY AND CORRUPTION)

Summary

The key points of the Policy are summarised below:

- The Policy applies to all staff, who should be vigilant in avoiding actions that could constitute bribery when giving or accepting gifts or hospitality.
- Staff are expected to observe the seven principles for public life set out in the Code of Conduct.
- Staff may accept gifts or hospitality, so long as they abide by the terms of the Policy and that these are proportionate, but it is never permitted to accept cash or a cash equivalent (such as gift certificates or vouchers) of any value.
- The Policy requires staff to register any gifts or hospitality with a value in excess of £100 within 28 days, by completing a Gifts and Hospitality Registration Form to the Deputy Director's office via <https://forms.office.com/Pages/ResponsePage.aspx?id=hZtKav2pukCzHRRSN5Bn1miRXNB9xjxNriH2FkKs4PiUNFpYNUZQUENBWkzUFVPVTExNTdNOUiNWC4u>. Where a precise value is not known, staff should make a personal best estimate or seek advice from the Deputy Director.
- Staff must also obtain the email consent of their Directorate member before accepting any gifts or hospitality with a value in excess of £500, Directorate members should obtain this consent from the Director.
- Staff should exercise due diligence to ensure that they know who they are dealing with at all times, including when giving or receiving gifts or hospitality.
- The Policy prohibits accepting a gift or hospitality from a party who is tendering for a College contract or who did so in the last three months.
- Strict rules apply to any gifts or hospitality offered to or accepted from government officials or representatives, politicians or political parties, regardless of value. "Facilitation payments" to government officials are illegal.
- The College's Anti-Corruption and Bribery Clause (attached as appendix 2) should be used in all procurement contracts.
- This policy should be read alongside the Conflict of Interests Policy, which can be found on the governance page of the RCM website.

Introduction

1. The College takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all of its business dealings and relationships wherever the College operates.
2. The College will uphold all laws relevant to countering bribery and corruption including the Bribery Act 2010 in respect of its conduct both at home and abroad.
3. This policy sets out the responsibilities of the College, and of those working for it, in observing and upholding our position on bribery and corruption; and provides information and guidance to those working for the College on how to recognise and deal with bribery and corruption issues.
4. Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if the College is found to have taken part in corruption it could face an unlimited fine, be excluded from tendering for public contracts and face damage to its reputation.
5. The Council has overall responsibility for this Policy, and the Deputy Director has operational responsibility for implementing it and monitoring its use and effectiveness.

Code of Conduct

6. It is the College's policy to conduct its business in an honest and ethical manner, having regard to the seven principles established by the Nolan Committee on Standards in Public Life which members of staff at all levels are expected to observe:
 - selflessness: take decisions solely in terms of the public interest and not to gain financial or other material benefits for themselves, their families or friends
 - integrity: not place oneself under financial or other obligation to outside individuals or organisations that may influence performance of official duties
 - objectivity: make appointments, award contracts, or recommend individuals for rewards and benefits, based on merit
 - accountability: for decisions and actions to the public and must submit to whatever scrutiny is appropriate
 - openness: be as open as possible about decisions and actions and give reasons for decisions, restricting information only when the wider public interest clearly demands
 - honesty: duty to declare private interests relating to public duties and take steps to resolve conflicts arising in a way that protects the public interest
 - leadership: promote and support these principles by leadership and example.

Scope and terminology

7. This policy applies to all "workers", defined as:
 - All employees of the College;
 - Students of the College where they undertake work for or on behalf of the College;
 - Although not themselves 'workers', the policy also applies to all members of the RCM Council and its committees, for those of their activities that relate directly to the College; and

- Any other persons associated with or contracted to provide services to the College, including contractors, trainees, casual workers, agency staff and volunteers.
8. In this policy, a “third party” means any individual or organisation you come into contact with during the course of your work for the College, and includes students, external funders, donors, supporters, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.
 9. A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. At the end of this document there is a schedule setting out some scenarios that may raise concerns under anti-bribery and anti-corruption laws and could indicate potential bribery.

Policy for gifts and hospitality

10. You must register any gifts or hospitality given or received with an estimated value in excess of £100 within 28 days with the Deputy Director’s office, by completing the online Gifts and Hospitality Registration form, which can be found on the Directorate Office Sharepoint or as follows via <https://forms.office.com/Pages/ResponsePage.aspx?id=hZiKav2pukCzHRRSN5Bn1miRXNB9xjxNriH2FkKs4PtUNFpYNUZQUENBVVWkzUFVPVTEXTdNOUINWC4u>.
11. In addition, you must obtain email consent of your Directorate member before accepting any gifts or hospitality with a value in excess of £500. Directorate members should obtain this consent from the Director.
12. The College recognises that the practice of the giving and receiving of business gifts or hospitality varies between countries and regions and what may be normal and acceptable in one region may not be in another. Likewise, it is common for students from some countries to thank a teacher by way of a gift. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift or hospitality should always be considered.

Accepting Gifts and Hospitality

13. This policy does not prohibit normal and appropriate hospitality received from third parties, for the purposes of establishing or maintaining good business relationships or improving or maintaining our reputation or image.
14. The receiving of gifts is not prohibited if all of the following requirements are met:
 - the gift is appropriate and its value is reasonable and proportionate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time or the end of the academic year;
 - the gift does not include cash or a cash equivalent (such as gift certificates or vouchers), as this is never acceptable;
 - acceptance does not constitute an actual or perceived conflict of interest;
 - acceptance does not create a specific or general obligation which the College is required to fulfil;
 - acceptance does not constitute an actual or perceived inducement in respect of a decision the individual or College is responsible for, including academic assessment; and
 - it is given openly, not secretly.
15. Where a prohibited gift or hospitality is offered to you in good faith (by a student for example), it should be firmly but politely declined. If it cannot be declined, it should be reported to and deposited with the Deputy Director’s office.

Offering Gifts and Hospitality

16. This policy does not prohibit normal and appropriate hospitality given to third parties, for the purposes of establishing or maintaining good business relationships or improving or maintaining our reputation or image.
17. The giving of gifts is not prohibited if all of the following requirements are met:
- the gift is not made with the intention of influencing a third party to obtain or retain business or a business advantage, to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
 - the gift is given in the College's name, not in your name;
 - the gift does not include cash or a cash equivalent (such as gift certificates or vouchers), as this is never acceptable;
 - the gift is appropriate in the circumstances. For example, when visiting some countries it is customary for small gifts to be given;
 - taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time; and
 - it is given openly, not secretly.
18. Gifts and hospitality should not be offered to government officials or representatives as they may be construed as a facilitation payment which is illegal under fraud and bribery legislation.
19. The College does not make any donations or contributions to political parties.

What is not acceptable?

20. It is not acceptable for you (or someone on your behalf) to:
- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that either a personal or business advantage will be received, or to reward either a personal or business advantage already given;
 - give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
 - accept payment from a third party that you know or suspect is offered with the expectation that it will obtain either a personal or business advantage for them;
 - accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that either a personal or business advantage will be provided by the College in return;
 - accept a gift or hospitality from a third party who is tendering for a contract to be awarded by the College either on its own or jointly with other parties and for a period of three months after the award of the contract;
 - turn a blind eye to any of the above;
 - threaten, try to persuade, or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
 - engage in any activity that might lead to a breach of this policy.

Facilitation payments and kickbacks

21. The College does not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK, but are common in some other jurisdictions.
22. If you are asked to make a payment on the College's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Deputy Director.
23. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by the College.

Your responsibilities

24. You must ensure that you read, understand and comply with this policy.
25. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for the College or under its control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.
26. You must notify the Deputy Director or follow the steps set out in the Whistleblowing Policy as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. If you are unsure whether a particular act constitutes bribery or corruption, please contact the Deputy Director.
27. The College aims to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, and is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting a suspicion of potential bribery or corruption. If you believe that you have suffered any such treatment, you should notify the Deputy Director or follow the steps set out in the Whistleblowing Policy.
28. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other workers if they breach this policy.

Record-keeping

29. The Deputy Director's office will maintain a Register of Gifts and Hospitality, which may consist of storing the emails and forms received electronically. The Director, with the Deputy Director and Director of Finance and Estates, will carry out an annual review of the register.
30. The Deputy Director's office will maintain a Register of Gifts and Hospitality, which may consist of storing the emails and forms received electronically.
31. The Register will be kept for six years beyond the end of the financial year to which it relates.

32. All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. Documentation must not be kept "off-book" to facilitate or conceal improper payments.
33. You must also ensure that all expense claims relating to hospitality and gifts and other payments to third parties are submitted in accordance with the relevant College policy and specifically record the reason for the expenditure.

Contracts with suppliers

34. Our zero-tolerance approach to bribery and corruption should be communicated to all suppliers, contractors and business partners. The standard Anti-Corruption and Bribery clause should be inserted into all procurement contracts where possible and where not, the contract should contain a clause that provides the College with the same level of protection as afforded by the standard clause unless otherwise agreed with the Deputy Director.

Director of Finance and Technology

September 2024

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Appendix 1

Common Scenarios

- A. A professor is offered gifts at the end of the academic year by three students of a £50 John Lewis gift voucher, a Rolex watch and a boxed set of teas. The gift voucher must be politely declined as cash equivalents are never permitted, the Rolex watch must also be politely declined as its value is not reasonable and proportionate in the circumstances. The boxed set of teas can be accepted as it is reasonable and would only need to be reported if its estimated value is more than £100.
- B. A senior member of staff is given gifts or hospitality by a donor or supporter of the College that they have worked with and developed a friendly relationship with over a period of time. This scenario is unlikely to result in a conflict of interest due to the type of third party offering the gift. Nonetheless all such gifts and hospitality estimated to be over £100 must be reported to the Deputy Director (and the Deputy Director will consult the Director if the estimated value is over £500). Again, gifts of cash and cash equivalents are never permitted.

Examples of behaviour that might be considered as bribery

- C. A manager at the College who has overall responsibility for the procurement of a service which is currently subject to re-tender is approached by the current supplier and offered (at the expense of the company) a day trip, including lunch in Harrods and a trip on the London Eye. The company says the offer is "to cement and say thank you for our longstanding business relationship". This could be interpreted as an attempt to influence the College's actions in the current tendering and should be refused.
- D. A Major Gift Officer (MGO) visits a charitable foundation and takes the decision maker out to lunch to discuss a proposal for a significant gift. After lunch, the MGO presents the decision maker with a bottle of champagne, College-branded champagne flutes and tickets to a sporting event. Whilst buying lunch for the decision maker can be defended as common practice in fundraising, the intrinsic value of the additional gifts make them less defensible and they can be construed as an incentive for the decision maker to act improperly, therefore they should not be made
- E. An alumnus of the College who is now the Chief Executive of a successful company, arranges for his company to sponsor a number of students at the College. Shortly after this, he contacts the College about his son's application to study at the College and reminds the College of his company's generous donation.
- F. A foreign government official visits the College as part of initial discussions to fund a new College facility. The College pays for accommodation, dinner at a good hotel, transfers to and from the College, and presents the donor with a framed photograph of the College. This would be considered as common practice and within acceptable limits. However, paying for flights and giving personal gifts of significant value would not, and could be interpreted as a bribe.

Scenarios that should be reported

The following is a list of possible scenarios that may arise during the course of your working for the College and which may raise concerns under anti-bribery and anti-corruption laws. The list is not exhaustive and is for illustration only. If you

encounter any of these situations while working for the College, you must report them promptly to the Deputy Director or using the procedure set out in the Whistleblowing Policy:

- you become aware that a third party engages in, or has been accused of engaging in improper business practices;
- you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us;
- a third party asks for payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- a third party asks that payment be made to a country or geographic location different from where the third party resides or conducts business;
- a third party asks for an unexpected additional fee or commission to "facilitate" a service;
- a third party asks that you provide employment or some other advantage to a friend or relative;
- a third party insists on the use of side letters or refuses to put agreed terms in writing;
- you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- you are offered an unusually generous gift or offered lavish hospitality by a third party.

Appendix 2

Standard LUPC Anti-Corruption and Bribery clause

The following Anti-Corruption and Bribery Clause should be used in all procurement contracts:

1. Anti-bribery

1.1 The Supplier shall not and shall procure that the Supplier Personnel shall not solicit or accept any gratuities, or offer, give or agree to give to any employee, contractor, agent or representative of the Customer any gift or consideration of any kind which could act as an inducement or reward for doing (or refraining from doing) any act in relation to this Agreement.

1.2 The Supplier shall take all reasonable steps (in accordance with Good Industry Practice) to prevent fraud or bribery by the Supplier Personnel in the performance of this Agreement. The Supplier warrants that it has not paid commission or

agreed to pay commission to the Customer or any person employed by or on behalf of the Customer in connection with this Agreement.

1.3 The Supplier shall:

1.3.1 comply with all applicable Laws, statutes, regulations, codes and industry best practice relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Anti-Bribery Requirements");

1.3.2 not engage in any activity, practice or conduct (or make, promise or offer (or accept, request, receive or agree to receive) any gift, payment, reward, rebate, contribution, commission or any improper influence, incentive, inducement or advantage of any kind (financial or otherwise)) which would constitute an offence under or contravene any Relevant Anti-Bribery Requirements;

1.3.3 comply with the Customer's ethics, anti-bribery and anti-corruption policies in place and as may be updated from time to time and notified to the Supplier ("Relevant Anti-Bribery Policies");

1.3.4 have and shall maintain in place throughout the Term of this Agreement its own policies and procedures, including adequate procedures as defined under the Bribery Act 2010, to ensure compliance with the Relevant Anti-Bribery Requirements, the Relevant Anti-Bribery Policies and clause 33.2, and will enforce them where appropriate and shall provide the Customer with a copy of such policies and procedures upon request;

1.3.5 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;

1.3.6 immediately notify the Customer (in writing) if a foreign public official (as defined under the Bribery Act 2010) becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement; and

1.3.7 annually on request by the Customer, certify to the Customer in writing signed by an officer of the Supplier compliance with this clause 33 by the Supplier and all persons associated with it under clause 33.4 The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

1.4 The Supplier shall ensure that any persons who performs services for and on behalf of the Supplier under this Agreement does so in compliance with the terms of this clause 33 (the "Relevant Anti-Bribery Terms"). The Supplier shall be

responsible for the observance and performance by any and all such persons of the Relevant Anti-Bribery Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Anti-Bribery Terms.

Appendix 3

Gifts and Hospitality Registration Form

When making declarations, you should use the following link to complete on-line: [\[link\]](#) or seek advice from the Deputy Director. You will need to provide the following details:

Your name

Your department/role

Select type: "gift or hospitality received" or "gift or hospitality offered by you to a third party"

Estimated value in £

Is the gift over an estimated £500 value?

Declarations of gifts and hospitality should also include the following:

- brief description
- reason offered, e.g. end-of-year thank you, networking
- type of giver/recipient e.g. a student, supplier, supporter
- The giver/recipient's name and organisation, if applicable
- Date/s of the offer or receipt
- Whether the gift or hospitality was accepted
- What has been done with any gifts received